



The Atrium at Aventura New Owner Application

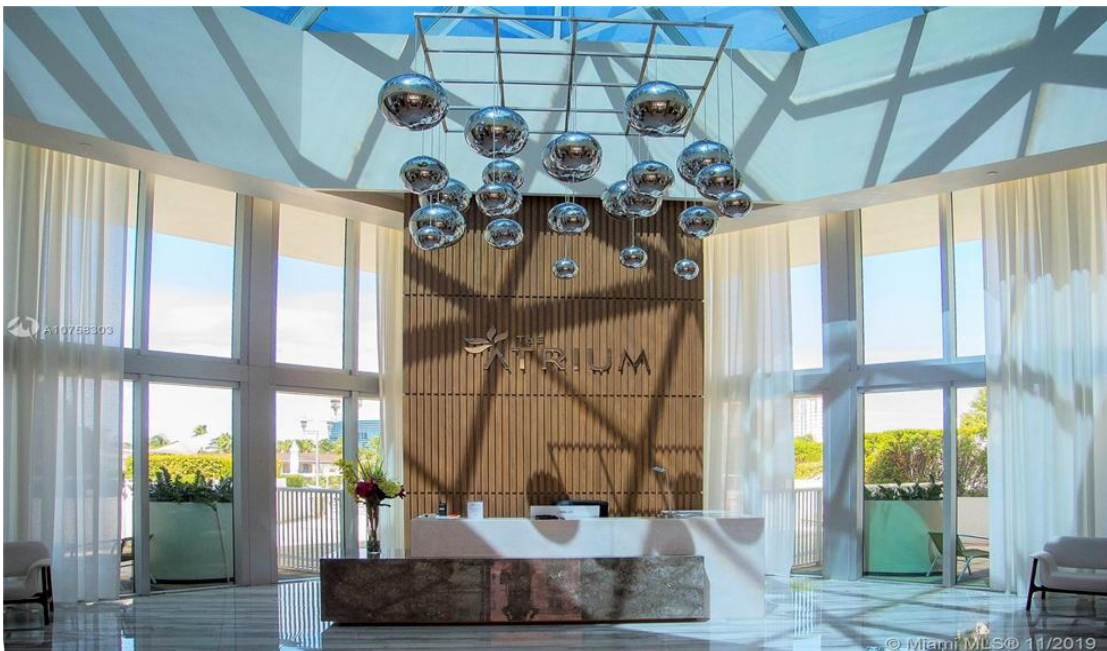


Proudly Managed by Castle Group Management
3131 NE 188th Street

Application Process

Thank you for choosing The Atrium at Aventura as your new home.

1. Throughout this application process, you will find helpful information on important and relevant topics that should facilitate your move. Please Familiarize yourself with this important material.
2. Please first apply on-line at www.tenantev.com
3. Please Submit all the documents listed in the Owner check list to the management office or send to hrivas@castlegroup.com
4. The application process is approximately 14 business days after all documents have been submitted.
5. Once approved you will receive an approval email directly from the association management office.
6. Please schedule an in-person Orientation by email with the management Office



The building

24-Hour Front desk Concierge

Management Office Hours

Monday -Friday
8:30 am to 5:00 pm

Please visit our website at
www.atriumataventura.com

Management Contacts

Building Property Manager

Janet Albo
jalbo@castlegroup.com

Assistant Property Manager

Heidi Franco
hrivas@castlegroup.com

Building Chief Engineer

Richard Aristizabal
raristizabal@castlegroup.com

24/7 Concierge Desk

atriumconcierge@castlegroup.com
[305-918-0097](tel:305-918-0097)



Purchase Criteria

1. All applicants must submit a legible copy of a valid driver's license and social security card. This information is required to complete the background check.
2. **Independent** credit scores must meet a **minimum of 720** for approval for each *applicant* whether single, co-habitants, or married.
3. Applicant must show proof of steady income that would regularly cover rents on all submissions. Income history and income tax documents must be consistent monthly chronologically by:
 - a. Last two years tax returns per applicant,
 - b. Last two paystubs per applicant,
 - c. Last two months of banking statements per applicant.
 - I. The statement must maintain a four (4) digit monthly balance.
- 2) In case of international applicants that cannot provide the Social Security and Tax returns requested above the applicant must also provide the following:
 - a. Legible copy of valid passport and visa or Permanent Resident card (if applies).
 - b. 2 personal letters of reference per applicant
 - c. Employment verification letter from current employer stating monthly income.
 - d. The applicant must also deposit into an escrow account 6 months of maintenance with a third party or submit a Money Order or check payable to The Atrium at Aventura.
- 3) acceptance or denial **decisions are final** there are no hearings for exemptions or exceptions.
- 4) No specific reasons will be provided why the application is approved or denied.

- 5) Upon completion of the Association application packet, submit your packet to the management office for processing. Return all pages of the application and all supporting material. If an item does not apply, mark as N/A. Omissions or illegible entries will be treated as incomplete, and applications will be returned.
- 6) If the application is accepted management will send an email with the approval letter and you need to schedule an orientation appointment.
- 7) No move-ins can be scheduled prior to orientation. Orientations will be with a management team member, on-property, by appointment only, Monday-Friday 9am - 4pm, excluding weekends and Holidays. Please review the rules for Move/Delivery policy.
- 8) For each applicant over the age of 18 or married couple, an application, and a non-refundable fee of \$100.00 is required. If legally married using different last names, submit a legible copy of your marriage certificate.
- 9) **A new owner with a pet is required to provide a two hundred and fifty dollar (\$250.00) refundable pet fee if there is not a violation on file.**
- 10) All fees must be paid by certified check or money order payable to The Atrium at Aventura.
- 11) Applicants are required to submit a legible copy of the purchase agreement (and any addendums) signed by all parties with the application.
- 12) Owners with a pet are required to provide a two hundred and fifty dollar (\$250.00) non-refundable pet fee annually. Fee will only be refunded if there are no violations and /or damage to common area has been incurred by pet and reimbursement for violation fees and repairs have been paid. The \$250.00 does not apply to Emotional Support and assistance Animals. Documentation from veterinarian is required regarding the Emotional support classification of pet.
- 13) A \$700.00 elevator deposit for move in/out and deliveries use is required with every application, payable to The Atrium at Aventura. Personal checks are accepted

for this item only as this same check will be returned pending there is no damage to receiving elevator or elevator landing upon completion or any common area.

14) Applicants with vehicles must submit a copy of the vehicle registration(s). The owner of the vehicle must match the names of applicants. The stickers cost \$15.00 each.

By my signature below, I verify that I have read and understand the above and will abide by the Rules and Regulations of the Atrium Condominium Association Inc.

Signature

Date

Signature

Date

Owner Packet Application Check List

Unit#	Name
	\$100.00 -Nonrefundable- Tenant Evaluation Application fee per Married Couple or Single Person. Payment to be made online at Tenant Evaluation website. (Tenant Evaluation online application flyer on Page 4.)
	Copy of Driver's License and Social Security card
	Application Policy and Procedures
	Unit Occupants Information
	Package Authorization Form
	Acknowledge of Rules and Regulations
	Last 2 months of bank statements
	Last 2 Paystubs or Proof of Income
	Personnel Tax Return for past 2 years
	Purchase/Sales Agreement
	Copy of Current Vehicle Registration and Insurance
	Pet Registration Form and Current Immunization Form
	Move In/Move out Form

Please make sure to submit all the documents to the Atrium Management Office

Are any of the applicant's active service member(s) of the US military? _____

Payments to be in the form of Check or Money Order

	\$250.00 Pet Fee -Nonrefundable- Made payable to The Atrium at Aventura
	\$700.00 Elevator Fee -Refundable- Made payable to The Atrium at Aventura
Money Order ONLY	
	\$134.82 for 4hrs or \$269.64 for the day Security Guard Fee -Non-refundable- Made payable to Atrium at Aventura

International Applicants Only – Must Submit

	Passport and visa or permanent resident card
	Verification letter from employer
	2 personnel letters of reference
	6 months maintenance must be put in an escrow account – Letter from Realtor or Bank may be turned in or Money Order or Check payable to The Atrium at Aventura.

--For Office Use Only--

	Date Completed Application was Received	
	Date Background Check was Submitted	
	Date Background Check was Completed	
	Date Forwarded to Board	
	Date Application Approved	

Resident(s) _____

Date: _____

Application Packet Submitted: _____

**YOU ARE ONE
STEP CLOSER TO
YOUR DREAM HOME**



The Atrium at Aventura

- BEFORE YOU BEGIN -

Step 1

(Before you begin, note that a valid major credit card is required)



1) Visit: www.tenantev.com



2) Enter Code: **5339**



3) Ready: Begin your online application!

Step 2



4) Sign: After step 1 you will receive an email with the link to access your online application. Once you have completed and signed all the forms, your co-applicant (if applicable), will receive an email to complete their signatures.



5) Upload: After step 1 we will be sending you, and your co-applicant (if applicable) an email with the link to upload the required documents to complete your application.

Customer Support: 1-855-383-6268

Identity Theft:

You can be charged with identity theft if you enter another person's name or social security number, or any other information other than your own on an application. Conviction for identity theft carries with it some potentially hefty penalties. In fact, the Identity Theft Penalty Enhancement Act signed into legislation in 2004 established identity theft as a federal crime. The law sets the penalty for identity theft at up to 15 years in prison and paying as much as \$250,000 in fines.

THE ATRIUM AT AVENTURA
CONDOMINIUM ASSOCIATION, INC.
UNIT OCCUPANT INFORMATION

Unit Occupant Name _____

Unit Number and Address _____

Mailing Address _____

Phone Number _____ Cell Number _____

E-Mail Address _____

Others Occupying Unit (List Names & Ages) _____

Will this be your 1st home, 2nd home or renting?

VEHICLE INFORMATION (please use back of form if you wish to add more vehicles)

Vehicle 1 Make and Model _____ Color _____ Year _____

License Plate Number _____ State _____

Vehicle 2 Make and Model _____ Color _____ Year _____

License Plate Number _____ State _____

EMERGENCY INFORMATION

In case of emergency, person to call if you cannot be reached:

Name _____ Phone Number _____

Unit Occupants Signature _____ Date _____

Please circle yes or no if there is anyone that may need evacuation assistance in case of a storm, fire, or any other type of emergency? **YES** or **NO**:

If yes, please explain the type of assistance they require:

Please return form to:

Management Office



Pet/ Service Animal Registration Form

BOARD OF GOVENORS APPROVAL REQUIRED

OWNERS NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

TYPE OF ANIMAL: _____ BREED: _____ APPX. WEIGHT (full grown): _____

ANIMAL'S NAME: _____ AGE: _____ COLOR: _____

IS THIS ANIMAL A ☐ PET ☐ SERVICE ANIMAL ☐ EMOTIONAL SUPPORT ANIMAL ☐ ASSISTANCE ANIMAL

TAG # _____ (given by the Atrium at Aventura)

**** Picture of Animal is required for Identification Purposes ****
****Proof of Vaccination is required: [Attach copy of vaccination records] ****
**** Proof of registration if available ****

On Veterinarian's Letterhead a computer-generated update on the pet's current immunization status. Including weight and age of pet is required.

Owners are permitted to have one dog or one cat, not to exceed 40lbs.

_____ I do not own a pet/Service Animal.

Rules to pet/service animal owners:

To all pet/service animal owners please remember all animals are to be walked on a leash. Pets must be carried or placed in a stroller through the building within all common areas. Pet/Service Animal owners may not walk the dog beyond the "Dog Walk" area for toilet purposes. The owner of the pet/service animal is responsible for the removal of their dog's excretion.

By my signature below, I verify that I have read and understand the above and will abide by the Rules and Regulations of the Atrium Condominium Association Inc.

Signature

Date

Signature

Date



AUTHORIZATION TO RECEIVE PACKAGES

Unit No.	Date
Unit Owner or Tenant Name(s) ("Owner") (Include names of all persons who may receive package)	(Circle one) Indiv / Corp / LLC / Ptnshp

The undersigned, owner(s)/tenant(s) ("Owner") of the Unit listed above of **Atrium at Aventura** hereby authorizes the personnel employed by **Atrium at Aventura** (the "Association") to accept, receive, and sign for any parcels, deliveries, or mail addressed to the Unit (collectively "Package"), without imposing any liability upon the Association for the condition of any such Package received by the Association on behalf of Owner.

PACKAGE RELEASE ADDENDUM

By signing this I hereby give permission to Atrium at Aventura Condominium Association, Inc., its representatives, managing agents, and employees (collectively "Association"), to accept Packages on my behalf without imposing any liability upon Association for the condition of any Package so received on behalf of Owner. I also hold the Association harmless and understand that the Association is not liable or responsible for the acceptance of Packages that are delivered to Owner by the United States Postal Service, UPS, Fed Ex, or any other mail or package delivery service ("Carrier").

This release and hold harmless agreement apply without limitation, to Packages that are delivered to the front desk/concierge office or otherwise received by Association on behalf of Owner. The owner shall be responsible for notifying senders of the proper address (including Unit number) and delivery methods to ensure the Package is received. In addition, I fully understand that Association has the right to refuse to accept any Package (and shall notify Owner if a package has been refused) and can at any time return to the Carrier any Package if not picked up by Owner within **3 business days** of Association's notice to Owner (by email or telephone) that Association has received a Package on behalf of Owner.

Understanding that this Authorization is solely for the benefit of the undersigned, the undersigned hereby releases the Association from any liability arising from this Authorization, including, without limitation, liability arising from the misplacement of any Parcels and/or the negligence of the Association, its employees, or agents in such regard.

Resident Signature

Date

Resident Signature

Date

Email: _____

Telephone No. _____

**RULES AND REGULATIONS
FOR
THE ATRIUM AT AVENTURA, A CONDOMINIUM**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, and the units within the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall always obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guest, invitees, Domestic help, lessees, persons for whom they are responsible and person over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

According to 718.303 this Association enforces its right that any unit owner that is more than 30 days delinquent in payment of the assessment or other monetary obligation due to the association is subject to suspension of common area use rights (other than access to unit, assigned parking, utility Service and elevators). Such suspension also applies to the unit owners, Tenants ,guest and any other person occupying or visiting the unit. Further will collect delinquents' funds from any tenant pursuant to procedures in the act.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- a. Violations should be reported, in writing, to the Board of Directors of the Associations.
- b. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors.
- c. Disagreements concerning violations will be presented to and be judged by the Board of Directors and /or fine committee who will take appropriate action.
- d. Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. OCCUPANCY:

- a. **Family Occupancy defined:** Family members other than parents and children occupying a condominium unit in the absence of the unit owner are not considered to be part of the owner's household family and depending on the facts would be considered either a guest or a tenant.
- b. **Guest defined:** Guest is any person occupying a unit for less than 30 days. Occupancy over 30 days is defined as a tenant. Even if not identified or designated as a tenant Owner(s) must advise Association in writing the duration of stay of all guests and any person occupying a unit for more than 30 days must consent to a background and credit check to be conducted by or on behalf of the association. Fees do apply.

- c. **Tenant defined:** Tenant is any person occupying a unit for more than 30 days. Owner must advise Association in writing the duration of stay and the tenant must undergo a background and credit check. Fees do apply.

3. **NOISE:** Each unit owner shall have the duty of causing there to be placed on the concrete slab of the unit owner's unit, generally accepted and approved materials for diminution of noise which complies with the Florida Building Code or City of Aventura Code, as applicable, so that the flooring installed by the unit owner shall be adequately soundproof. No unit owner or occupant shall play or permit to be disturbing noises by him or his family, domestic help, employees, pets, agents, visitors, or licenses, not permit any conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents. Radios televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. Sundays through Thursday, on Holidays, Fridays and Saturday's noise must be turned down between 11:00pm and 8 A.M. All other unnecessary noises, such as bidding good night to a departing guest and slamming doors, between these hours should be avoided. Residents cannot play music talk loudly or make any other noise on balconies lobby level or roof top patios between the hours 11:00 pm AND 7:00 am weekdays and between 12:am (midnight) and 8:00am on weekends and holidays. As per City of Aventura Ordinance: Article II Noise.
4. **OBSTRUCTIONS:** The elevators, all sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors, or on walkways. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs.
5. **CHILDREN:** Children are not to play in the elevators, hallways, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds. Children under the age of 18 will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all others. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
6. **DESTRUCTION OF PROPERTY:** Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests, shall mark, damage, destroy, deface, or engrave any part of

the Condominium. **Unit owners shall be financially responsible for any such damage.** No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any Unit or Unit owner's garage, common area storage or on the Common Elements.

7. **EXTERIOR APPEARANCE:** The exterior of the condominium and all areas appurtenant to the Condominium shall not be painted, decorated, or modified by any unit owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior written consent of the Association and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off white, black out type liners used, which liners must be approved by the Association. No television or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium.
8. **SIGNS:** No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Condominium property, except signs used or approved by the Association. There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium,
9. **CLEANLINESS:** All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposals shall be used in accordance with instructions given by the Association.
10. **WINDOWS AND BALCONIES:** Receptacles, toys, bicycles, skateboards, scooters, kayaks, pools etc... and other movable objects must not be kept placed or maintained on ledges of windows, terraces, or balconies. Plants or pots placed on the terraces or balconies must have saucers to collect the water and protect surfaces and walls, Oversized plants and pots cannot be placed on balconies due to structural weight restrictions. Plants and pots on terraces and balconies must be approved by the association. No objects shall be hung from balconies, terraces, or windowsills. No cloth, clothing, rugs, or mops shall be hung open or shaken from windows, doors, balconies, or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from the balconies, doors, windows, or terraces.

No non-electric bar-b-ques/grills shall be permitted on any balcony or terrace. Unit owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. No sweeping, wet mopping or other substances shall be permitted to escape to the exterior

of the Condominium from the balconies, doors, windows or terraces. No balconies or terraces may be enclosed. The floor and interior walls of any balcony, terrace or patio of a unit shall be maintained by the unit owner at such unit owners expense including ensuring weep holes and drains are clear of debris.

11. INGRESS AND EGRESS: Garbage cans, laundry, dry cleaning, supplies, or other articles shall not be placed in the halls, on walkways or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than for immediate ingress and egress. All visitors, guest of owners and lessee's must be accompanied by owner and/or lessee/approved resident in all common area amenities this includes but is not limited to gym, pool, conference rooms, multipurpose room, garage etc....

- a. Fobs and garage clickers are for the sole use of the owners and lessees. Devices may not be passed on to friends, relatives, and contractors for convenience while away.
- b. All guests and unattended children under age 18 may get access and exit property through the main lobby to/from the east and west buildings.

12. UNIT LEASES/UNIT RENTAL AGREEMENT: Every owner and renter must comply with the Lease and Sale application forms and policy. Application processing is approximately 14 business days. See attached lease application sheets **Exhibit A**

13. UNIT SALES: Every Potential owner must comply with the Sale application forms and policy. See attached sales application sheets. **See Exhibit B**

14. PETS: No pets or animals weighing in excess of forty (40) pounds, or any type of exotic animal shall be kept or harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association. Such consent may be given upon such condition as the Board of Directors may direct, in the sole discretion of the Board of Directors, shall be only for the pet specified in the consent and shall be deemed provisional and subject to revocation at any time. In addition, not more than one (1) pet may be kept or harbored within a unit. Pets must be hand always carried when not within the Unit of the pet's owner or lessee. County law requires that when pet is in public areas it must have a leash not more than six (6) feet long. A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit creates a nuisance or is exotic shall be binding and conclusive on all parties.

- a. Pet may not be left on the terrace under any circumstances.
- b. In no event shall a pet ever be allowed to be walked or taken on or about a common area recreational facility contained within the Condominium Property including but is not limited to gym, conference rooms, and pool.

- c. All pets that cannot be held for medical reasons must be in a type of carrier such as a doggie stroller.

Pet Curbing of dogs is not allowed inside parking P1 & P2 or any inside Common area.

- d. Pet owners shall pick up waste from their pets and dispose of it properly. Violators of this rule will immediately be subject for a disposal fee of \$ 100 per occurrence.

See " Violation Schedule" for additional fees for infraction of pet curbing rules.

- e. Unit rentals and renewal of leases are subject to a \$250.00 refundable pet fee payable to the Atrium at Aventura for all renters with pets. The fee must be submitted in the form of a money order or cashier check. Fee will only be refunded if there are no pet violations and /or no damage to common areas has been incurred by pet and reimbursement for violation fess and repairs have been paid.

15. STORAGE AREAS: Nothing shall be placed in the storage areas, if any, which would cause a fire hazard. There will be no use of POD's or any other form of storage permitted in the garage. No items shall be placed above storage unit cages. No garbage shall be left around storage unit cages or inside storage rooms.

16. BICYCLES: Bicycles must be placed or stored in the designated areas, or within the Condominium Unit. The bicycle slot number must be registered with the management office. Bicycles may not be stored on terraces, in parking garage or anywhere else in the garage other than the designated area.

17. ATTIRE: Unit owners, their lessees, their family members and guest shall not appear at or use the recreational facilities, except in appropriate attire. No bare feet are allowed anywhere within the common areas of the building including the parking areas and the stairways.

18. PLUMBING: Common water closet and other common plumbing shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substance shall be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

19. TRASH: All refuse, waste, bottles, cans and garbage, etc. shall be securely wrapped in plastic bags and placed in the appropriate collection containers.

- a. Cardboard boxes must be broken down and may not be thrown into the trash chute. For your convenience we have provided recycling bins for boxes next to elevator landing doors on P1.

- b. Arrangements must be made by owner, renter, visitors, guest, family and/or contractors to dispose of all furniture and/or any type of large items that cannot be compacted.
- c. Recycling is a volunteer program. The recycling receptacles are stored in the P1 garage not far from elevator landing doors. If you would like to participate, please take your trash to the P1 garage and deposit responsibly. Do not leave your recycling materials in the trash chute room.
- d. All garbage in proper bags or containers except for recyclable items are to be placed in to trash chutes. Do not leave garbage on floors of trash rooms.

20. PHOTOGRAPHY AND VIDEO: Professional photography is not permitted except for photos that are for real estate purposes unless written authority is provided from the Board of Directors.

21. ROOF: Unit owners. Their lessees, their family members and guests shall not be permitted on the roof for any purpose whatsoever.

22. SOLICITATION: There shall be no solicitation by any person anywhere upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

23. GYM: The gym is for personal use of owners of units not leased, current lessees, and approved residents only. Personal trainers may not use gym unless they are accompanied by owner/tenant/resident and only when instructing or training resident. **Guest usage is limited to two persons. A personal trainer is considered a guest.** To limit the building's exposure to liability all Personal trainers must bring to the office valid and current copy of an Ace Personal Training Certification and Proof of liability insurance. Children may not be in gym unattended. Equipment is for the use of persons 18 and older unless accompanied by an adult age 21 or older. Use of the facility is at your own risk.

24. MOVES AND DELIVERIES: A Guard is strongly recommended for all move-in and move-outs require a guard for a minimum 4 hours. There is a charge of **\$23.95** an hour plus tax for scheduling with more than 48 business hours' notice. The cost increases to time and a half or **\$35.92**an hour plus tax for less than 48 business hours' notice. Move in/outs and deliveries may be scheduled **Monday-Friday 8am to 4 pm**. excluding weekends and Holidays. Deliveries requiring only one trip in the elevator do not require a guard but still require scheduling to avoid interruptions of other scheduled accommodations. Any moves or deliveries not scheduled in advance will be subject to a **\$102.50**inconvenience fee and/or have the items turned away to be scheduled for another appropriate workday. **See Exhibit C**

25. EMPLOYEES: Except as may otherwise be permitted by the Association, employees of the Association shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

- a. No employee shall while on property collect funds or solicit support of any political consideration.
- b. No employee shall while on the property solicit support for any religious fund-raising event.

26. PACKAGES: Permission is given to Atrium at Aventura Condominium Association, Inc., its Owner's representatives, managing agents, and employees, to accept packages on behalf of owner/resident/tenant without imposing any liability thereon for the condition or substance of any such parcels so received. It also holds harmless and understand that the Owner, Owner's representatives, managing agents, and employees and all other subsidiaries are not liable or responsible for the acceptance of such packages that are delivered to resident(s) by the United States Postal Service, UPS, Fed ex Express, or any other mail delivery service. This shall include packages that are delivered to the front desk/concierge office. Resident(s) shall be responsible for notifying senders of the proper address (including Unit number) and delivery methods to ensure the package is received. In addition, fully understands that the owner, Owner's Representatives, managing agents and employees have the right to refuse the acceptance of any package(s) and can at any time return so called packages if not removed within **3 business days. No Certified Return Receipt Packages will be accepted by signature by the front desk.**

27. MOTOR VEHICLES: No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twelve (12) hours, and no repairs or vehicles, except for emergency repairs, shall be made within the Condominium Property. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked.

Each parking space which is assigned as an appurtenance to a particular unit may be used only by the unit owner or lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitor and licensees may park his vehicle in any assigned space other than the spaces assigned to the unit owner of the unit. Only Motor vehicles may be parked in the garage parking stickers are required to be affixed to each vehicle owned by or leased by a unit owner or

lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required Parking stickers while within the Condominium Property.

28. PARKING: All residents must park in their own assigned space and maybe park in another's owners Space unless giving permission by owner's space

- a. Unit owner or lessees may self-park or valet park motor vehicle in their assigned parking space.
- b. All guest, domestic help, invitees and employees of a unit owner or shall always be required to valet park their motor vehicles with the valet service.
- c. All self-parked motor vehicles must be properly registered. Owners will receive the (1st) identifying parking sticker at no charge, which correlates with their assigned parking space number.
- d. Owners or lessees will be permitted to receive one new parking sticker at no charge per 12 months per space for exchange and /or new cars. Replacements parking sticker in excess of the one per year per space must be purchased for \$15.00each
- e. Lessees parking stickers will expire at the end of lease. If lease is renewed and approve by boards of directors, the same parking sticker will remain in the vehicle.
- f. If owner or lessee changes his/her registered vehicle for another vehicle \$15.00 parking sticker fee will be imposed for new parking sticker.
- g. Any Motor vehicles without parking sticker in the parking garage will be towed at owner's expense.

29. VALET: No Motor vehicle is to be parked in valet area for more than 7days. After 7days, the motor vehicle will be towed off the property at the owner's expense. Residents having more than five guest or visitor motor vehicles' needing valet parking are required to hire one extra valet for\$80.00 for four hrs. residents needing valet parking for guest or visitor motor vehicles that encompass more 6 motor vehicles are required to hire two valet parkers for a four-hour time period. Any resident needing extra valet service that is more than four hours. will pay for additional hours.

Residents, Guest, visitors, family and employees motor vehicles are required to be valet parked and pay the valet fess posted by parking company. Residents may purchase discounted valet fee tickets at the management office.

30. FIRE DOORS: Unit owners, lessees, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations.

31. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated

firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or remove hurricane shutters. If permission is given by the Board of Directors for the installation of storm shutters, then the approval shall be conditioned upon the Board of Directors also approving the quality of the storm shutters and the aesthetic appearance of the storm shutters. All storm shutters which may be approved by the Board of Directors shall be white in color and shall be an accordion type of storm shutter. Storm shutters shall only be installed during hurricane "watch" and Hurricane "warning" situations.

The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this paragraph No.29 without permission of the unit owner only where such operation is necessary to preserve and protect the Condominium Property and Association property.

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this Paragraph No.21 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owners shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and Association Property by the Board of Directors and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

32. SWIMMING POOL: Unit owners, their lessees and their guest using the swimming pool shall do so at their own risk. Unit owners, their lessees and their guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool.

- a. Unit owners and lessees are prohibited from bringing children less than 18 years of age to the swimming pool and leaving them as they are expected to personally supervise their children.
- b. Swimming in the swimming pool is permitted only between the hours posted.
- c. A child who cannot safely swim may not be brought to the swimming pool unless accompanied, always, by an adult. Such a child cannot enter the swimming pool unless accompanied by an adult who is at the swimming pool in proper bathing attire.
- d. All persons using the swimming pool must be appropriately attired.
- e. swimming pool safety equipment should be kept in place and shall not be used, except for its intended purpose.
- f. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.

- g. Animals are not permitted in the general swimming pool area.
- h. Running, jumping, skating or any other activity which creates a danger or annoyance in the general swimming pool area is prohibited.
- i. Beverage or food is not to be consumed in the areas next to the swimming pool, except with the permission of the Board of Directors.
- j. If suntan oil is used, a beach towel must be used to cover patio furniture.
- k. Children using the pool must wear special swim diapers if they are not toilet trained.
- l. No resident, children, guest or employees shall lounge in the common area(s) in wet beachwear; nor enter lobby common areas wet beachwear and wet shoes or other wet clothing.

33. MARINA: The following rules shall be applicable to the marina:

- a. Only pleasure and leisure Vessels in seaworthy condition and under their own power may be moored in the Marina. Further, no more than one (1) Vessel may be moored in a Boat Slip; provided, however, that dinghy or other small craft may be stored within the Vessel. All operators of Vessels shall observe all posted speed limits and other rules when in the waters abutting the Condominium Property. Vessels shall always comply, and be operated in compliance, with all applicable Association, City County, State and federal laws, rules and regulations pertaining to the operation of watercraft.
- b. Unit owners shall be solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines in good condition and sufficiently strong to always secure their Vessel. Any special mooring rules or procedures adopted by the Association shall be always complied with. No unit owner may install a boat lift for the dry storage of Vessels, nor shall dry storage of Vessels be permitted by any other means whatsoever.
- c. During hurricanes and other high velocity wind threats, each owner of a Vessel shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, and the Association or by any other applicable agency, which may include, without limitation, removal of Vessels from the Marina. If a unit owner's Vessel sinks as a result of a storm or for any other reason, the unit owner must remove the sunken Vessel from the Marina immediately after the occurrence of such event and if not so removed within three (3) hours after the sinking, the Association may (but shall not be obligated to) removed the same and charge the unit owner for the cost of said removal. Each unit owner shall be deemed to automatically agree to indemnify and hold harmless the Association, it agents, employees and designees for and from any and all loss or damages incurred in connection with the exercise or non-exercise of the Association's rights hereunder, unless such loss or damage is

proximately caused by any of the aforesaid parties' gross negligence or willful misconduct. If a unit owner plans to be absent during the hurricane season, such unit owner must prepare and secure or remove, as appropriate, the unit owner's Vessel prior to the unit owner's departure in accordance with the standards established by the Board of Directors of the Association (or in the absence thereof, with all due care), designate a responsible firm or individual to care for the unit owner's Vessel should there be a hurricane or other storm, and furnish the Association with the name, address and telephone number of such firm or individual. The unit owner shall be liable for all damages caused to the common elements or to the units, the Vessels, the Marina or other property of other unit owners for such unit owner's improper preparation or failure of removal, as the case may be, of such unit owner's Vessel prior to and during hurricanes and other storms. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any unit owner or to any other person or entity for any damage to persons or property caused by a unit owner's failure to comply with such requirements.

- d. Each Vessel, including any extensions or overhangs from the Vessel, must be fully contained within the assigned Boat Slip.
- e. The Association shall have the right (but not the obligation) to inspect any Vessel in the Marina to determine its seaworthiness, cleanliness and compliance with all applicable City, County, State and Federal fire, safety and other regulations, as well as to determine whether the Vessel fits within the applicable Boat Slip. The Association shall have the right (but shall not be required) to remove any Vessel from the Marina which fails to comply with said regulations or fails to fit within the applicable Boat Slip. Each unit owner shall be deemed to indemnify and hold harmless the Association, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights hereunder, unless such loss or damage is proximately caused by any of the aforesaid parties' gross negligence or willful misconduct.
- f. The Developer and/or the Association may permit police, the U.S. Coast Guard and similar watercraft to tie-up and be kept on any portion(s) of the Marina.
- g. Electricity and water usage billed on a monthly basis to boat slip owner.
- h. Insurance, taxes and maintenance expenses of boat slips billed to boat slip owner and must be paid within 30 days receipt of bill.

34. PEST CONTROL: All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any to enter the units, at regularly scheduled times, to perform pest control services.

35. EMERGENCY ACCESS: The Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the

maintenance, repair, or replacement of any common Elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or Units. If a lock is altered or a new lock is installed the Unit owner/Lessee must provide the Association with an additional key for emergency access by the Management office.

36. COOPERATION WITH BOARD OF DIRECTORS: All unit owners and lessees shall cooperate fully with the Board of Directors in effecting a coordinated move-in and move-out schedule for the moving of furniture and furnishings. See Exhibit C

37. Additional Fees:

- Fobs for entry Common areas -\$50.00 each
- Parking garage Transporter Sticker -\$25.00 each
- Shopping Cart Card \$10.00 each
- Car Sticker \$15.00 each

COMPLIANCE WITH THE RULES AND REGULATIONS AND VIOLATION SCHEDULES

Every Owner and occupant must comply with these Rules and Regulations.

Any violations of any of the Rules and Regulations owners, lessees, and/or guests may be subject to fine and as to tenants , maybe deducted from security deposits submitted for common area. Fines which are approved by the association must be paid to association via check or money order.

VIOLATION SCHEDULE

Pet Violations is not to exceed:

1st Offense- Warning

2nd Offense-\$100 Fine not to exceed

3rd Offense- \$100 Fine + Legal Action

Vandalism is not to exceed:

1st Offense- \$100 Fine + Cost of Repair

2nd Offense- \$100 Fine + Cost of Repair +
Warning

3rd Offense-\$100 Fine + Cost of Repair + Legal
Action

General Violation of Rules & Regulations:

1st Offense- Warning

2nd Offense-\$100 Fine

3rd Offense- \$100 + Legal Action

FEE SCHEDULE

Improper Disposal of Trash

1st Offense- Warning

2nd Offense-\$100 Fee

3rd Offense-\$100 Fee + Legal Action

Curb your dog fees

1st Offense- \$75.00 fee

2nd Offense-\$150.00 fee

3rd Offense- \$500 Fee

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of conflict or a doubt as to whether a specific practice or activity is or is not permitted,

All Rules and regulations adopted by the Board of Directors shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guest, invitees, servants and lessees.

Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association may levy a reasonable, fine or fine(s) upon an owner for failure of an owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the association bylaws or reasonable rules of the association. A fine may be levied on the basis of each day of a continuing violation, with a single notice

and opportunity for hearing. However, the fine may not exceed \$100 per violation or \$1,000 in the aggregate, provided the following procedures are adhered to:

- a. Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- b. Hearing: The noncompliance shall be presented to the committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- c. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- d. Violations: A single notice may allege a continuing violation to a maximum fine by law.
- e. Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of imposition thereof.
- f. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- g. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.
- h. The Board of Directors reviews all lease renewal applications on a case-by-case basis. Lessees exceeding three (3) or more violations will be subject to denial of requested lease renewals.**
- i. All unit owners of Said unit are responsible for the payment of any fines Imposed due to violations incurred by either owner, lessees, guest, family members or employees.**



Rules & Regulations Acknowledgement Form

I (we), the undersigned, do hereby acknowledge receipt of the Atrium at Aventura Condominium Association Rules and Regulations.

I (we), have read and understand same and hereby agree to abide by said Rules and Regulations.

Print

Print

Signature

Signature

Date

Date



Security Guard Scheduling Form for Move Ins & Outs
Moves and Deliveries are permitted Monday - Friday Only
Excluding Holidays. From 8:00am to 12:00pm or 12:00pm to 4:00pm.

Date of Elevator Being Reserved: _____

Building: _____

Time: _____

Unit: _____

Name: _____

Amount: _____

Money Order Check #: _____

Date Paid: _____

\$700.00 deposit check #: _____

Name of Staff Member

Name of Resident(s)

Signature

Date

Signature

Date

Payment:

1. All Checks must be made out to **Atrium at Aventura**
2. All Guard requests must be at least (2) days in advanced or overtime fee will apply.
3. **A guard for 4 hours \$102.50, a guard for 8 hours \$250.00**
4. There will not be guard ordered unless payment is received.
5. Moving Companies must provide a copy of their insurance and workers compensation listing The Atrium at Aventura 3131 NE 188th Street, Aventura, FL 33180 as the additional insurance company.

Rules:

If a resident is moving out and is a tenant, Management must receive approval for the move out in writing from the unit owner. ANY moves or deliveries not scheduled in advance will be subject to an inconvenience fee and/or have items turned away. Fees are available at the front desk or Management Office.

I (we) have read and understand and hereby agree to abide by said Rules and Regulations.

Resident(s)

Date



Dear Atrium at Aventura Residents,

Breezeline is very excited to be serving the residents of Atrium at Aventura!
For Installation please must call 1.833.694.6192.

Owner and/or their authorized representative must be in the home at the time of installation to show ID and provide signature. Atlantic Broadband is not authorized to move any furniture or customer owned equipment. Residents are to make the necessary access to their equipment connections (back of TV, power outlets, etc.) upon installer arrival.

The following services will be included as part of your homeowner's association fees:

- Premier 250 Mbps Internet service with Home Wi-Fi
- Value service with nearly 200 channels including local broadcast and your favorite cable channels – includes High-Definition
- HBO Premium Movie Channels
- EPIX Premium Movie Channels
- One (1) TiVo High-Definition Digital Video Recorder
- One (1) TiVo High-Definition Digital Receiver
- One (1) High-Definition Digital Adapter
- One (1) Wireless Gateway
- Wire Maintenance Plan

Thank you for the opportunity to serve your community!

The Atlantic Broadband Team From entering guests to entering work orders to seeing all your package delivery information.

THE ATRIUM

In Unit Emergencies

In case of water leak emergency, if containable please shut off water source and contact management for further assistance.



Faucet and Dishwasher

- ❖ If your faucet or dishwasher are Leaking
- ❖ Open Cabinet underneath
- ❖ Close water Valves turning them to the right side.



Toilet Valve Lock off

- ❖ Close the Water valve on the bottom behind the toilet.



Air Condition

- ❖ If Leaking the Shut off.
- ❖ Shut off switch shown on the photo.